

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 14																																																													
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE20-03-P-0166</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003JAN15</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA5</div>																																																														
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY J. FRAZIER (309)782-4179 ROCK ISLAND IL 61299-7630 EMAIL: FRAZIERP@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) <div style="border: 1px solid black; padding: 2px;">DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399</div>			CODE <div style="border: 1px solid black; padding: 2px;">S4402A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)</div>																																																													
9. CONTRACTOR NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">EFW INCORPORATED 4700 MARINE CREEK PARKWAY FORT WORTH TX 76136-6969</div>			CODE <div style="border: 1px solid black; padding: 2px;">OWEC9</div>		FACILITY <div style="border: 1px solid black; padding: 2px;">C</div>		NONE <div style="border: 1px solid black; padding: 2px;">HQ0339</div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>																																																														
							11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>		12. DISCOUNT TERMS																																																														
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>																																																																
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY <div style="border: 1px solid black; padding: 2px;">DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381</div>				CODE <div style="border: 1px solid black; padding: 2px;">HQ0339</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																																												
16. TYPE OF ORDER <div style="border: 1px solid black; padding: 2px;">DELIVERY/ CALL PURCHASE X</div>												THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																																																											
NAME OF CONTRACTOR _____												SIGNATURE _____												TYPED NAME AND TITLE _____												DATE SIGNED (YYYYMMDD) _____																																			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																																																																							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>																																																																							
18. ITEM NO.												19. SCHEDULE OF SUPPLIES/SERVICE												20. QUANTITY ORDERED/ ACCEPTED*												21. UNIT												22. UNIT PRICE												23. AMOUNT											
												SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders																																																											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.																								24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL BY: _____ CONTRACTING/ORDERING OFFICER																								25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$30,080.00</div>												26. DIFFERENCES <div style="border: 1px solid black; padding: 2px;"></div>											
27a. QUANTITY IN COLUMN 20 HAS BEEN <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>																																																																							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								c. DATE (YYYYMMDD)												d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								28. SHIP. NO.												29. D.O. VOUCHER NO.												30. INITIALS																							
f. TELEPHONE NUMBER												g. E-MAIL ADDRESS												<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL												32. PAID BY												33. AMOUNT VERIFIED CORRECT FOR																							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.																								31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>																								34. CHECK NUMBER																							
a. DATE (YYYYMMDD)												b. SIGNATURE AND TITLE OF CERTIFYING OFFICER																								35. BILL OF LADING NO.																																			
37. RECEIVED AT												38. RECEIVED BY (Print)												39. DATE RECEIVED (YYYYMMDD)												40. TOTAL CONTAINERS												41. S/R ACCOUNT NUMBER												42. S/R VOUCHER NO.											

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Name of Offeror or Contractor: EFW INCORPORATED		

SUPPLEMENTAL INFORMATION

1. This Purchase Order is for the purchase of IHADSS Visor and Spring Assemblies, for a total Purchase Order price of \$30,080.00. (See Schedule B of this Purchase Order)
2. This Purchase Order does NOT contain an evaluated option provision.
3. Packaging shall be Commercial Pack and shall be accomplished in accordance with Section D of this Purchase Order.
4. Inspection and acceptance shall be accomplished for each delivery by the requirements of the Clause at FAR 52.246-15, "Certificate of Conformance". A copy of the contractor's COC shall be attached to a signed DD250 in accordance with the requirements of the above referenced clause, and shall be submitted for payment after each delivery.
5. After each shipment, a copy of the signed DD250 shall be datafaxed to TACOM-RI, Attention: Peggy Frazier, Area Code (309) 782-6346.
6. EFW, Inc. is authorized rent-free use, on a non-interference basis, Government Furnished Special Tooling and Test Equipment currently accountable to any other TACOM-RI IHADSS contract as necessary.
7. Accelerated deliveries are acceptable at no increase in cost to either party.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		

Name of Offeror or Contractor: EFW INCORPORATED

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
	TACOM-RI		

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

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Name of Offeror or Contractor: EFW INCORPORATED			

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6	52.246-4538 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
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THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

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Name of Offeror or Contractor: EFW INCORPORATED

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

Name of Offeror or Contractor: EFW INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 1270-01-191-0993 FSCM: 94580 PART NR: 10077101-101 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: VISOR AND SPRING AS PRON: M131V178M1 PRON AMD: 01 ACRN: AA AMS CD: 070011H3SOX <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01 INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092350A611 W45G19 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 80 30-MAY-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0166/0000	80	EA	\$ 376.00000	\$ 30,080.00

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PACKAGING AND MARKING

7

52.211-4503

PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: 001

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39,

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-03-P-0166 MOD/AMD</p>	<p align="right">Page 8 of 14</p>
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Name of Offeror or Contractor: EFW INCORPORATED

Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

8	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
9	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met

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reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

10	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
11	52.247-29	F.O.B. ORIGIN	JUN/1988
12	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
13	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

Name of Offeror or Contractor: EFW INCORPORATED

CONTRACT ADMINISTRATION DATA

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING	OBLIGATED		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>		
0001AA	M131V178M1	AA	2	97	X4930AC6G	6D	26FB	S11116			W52H09	\$	30,080.00	
070011H3SOX														
											TOTAL	\$	30,080.00	
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>	<u>AMOUNT</u>			
Army	AA		97	X4930AC6G	6D	26FB	S11116			W52H09	\$	30,080.00		
											TOTAL	\$	30,080.00	

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SPECIAL CONTRACT REQUIREMENTS

- 14

252.247-7023
DFARS

TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III

MAY/2002
- 15

52.246-4500
TACOM-RI

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)

NOV/2001
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is frazierp@ria.army.mil. The data fax number for submission is (309) 782-6346, ATTN: PEGGY FRAZIER.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:

N/A

(End of Clause)

(HS6510)

- 16

52.247-4545
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

- Does Shipping Point have a private railroad siding? ____ YES ____ NO
- If YES, give name of rail carrier serving it: _____
- If NO, give name and address of nearest rail freight station and carrier serving it:
- Rail Freight Station Name and Address: _____
- Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0166 MOD/AMD	Page 12 of 14
Name of Offeror or Contractor: EFW INCORPORATED		

these addresses:
<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
19	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
22	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
23	52.243-1	CHANGES - FIXED PRICE	AUG/1987
24	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
25	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
26	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
27	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
28	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
29	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
30	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
31	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
<http://www.arnet.gov/far/>
or
www.acq.osd.mil/dp/dars

(IF8001)

32	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUL/1995
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Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:
REPSHIP FOR T.O. 81 JUN 01

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-03-P-0166 MOD/AMD </p>	<p style="text-align: center;">Page 13 of 14</p>
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Name of Offeror or Contractor: EFW INCORPORATED

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

33 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

34 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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Name of Offeror or Contractor: EFW INCORPORATED

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)